

**AGREEMENT FOR AMBULANCE SERVICES FOR MUNICIPALITY RESIDENTS**

THIS AGREEMENT is made the first day of January, 2024 between BELLEVUE TOWNSHIP, BROOKFIELD TOWNSHIP, CARMEL TOWNSHIP, CITY OF CHARLOTTE, CITY OF EATON RAPIDS, CITY OF OLIVET, CHESTER TOWNSHIP, EATON RAPIDS TOWNSHIP, EATON TOWNSHIP, HAMLIN TOWNSHIP, KALAMO TOWNSHIP, SUNFIELD TOWNSHIP, VERMONTVILLE TOWNSHIP, WALTON TOWNSHIP, Municipal Corporations within Eaton County, Michigan (collectively, the “PARTICIPATING MUNICIPALITIES” and each a “PARTICIPATING MUNICIPALITY”), and the EATON AREA EMERGENCY MEDICAL SERVICES, a department of Sparrow Eaton Hospital, a Michigan non-profit corporation, (hereinafter “EMS”). The PARTICIPATING MUNICIPALITIES and EMS are sometimes collectively referred to in this Agreement as the “PARTIES” or individually as a “PARTY”.

WHEREAS, the PARTICIPATING MUNICIPALITIES wish to assure that the residents and visitors of their communities have access to prompt and effective emergency medical services (ambulance service), and;

WHEREAS, EMS is duly licensed under the laws of the State of Michigan to provide Ambulance Services, is prepared to undertake, and faithfully respond to, all requests for Ambulance Service made by residents of the PARTICIPATING MUNICIPALITIES, and other persons in need of service within the boundaries of the PARTICIPATING MUNICIPALITIES.

**NOW, THEREFORE, in consideration of the mutual covenants herein made, it is understood and agreed as follows:**

**I. EMS DUTIES.**

EMS shall provide Ambulance Services for the use and benefit of residents of the PARTICIPATING MUNICIPALITIES, and other persons in need of service within the geographical boundaries of the PARTICIPATING MUNICIPALITIES consistent with the following.

- 1.1 Operate, staff, maintain and equip ambulances. EMS shall provide:
  - 1.1-1 Two (2) licensed Advance Life Support (ALS) ambulances twenty-four (24) hours per day, 365 days per year.
  - 1.1-2 A third and / or fourth licensed ALS or Basic Life Support (BLS) ambulance available and staffed to meet the demand for ambulance service, hours will vary in accordance with requests for ambulance service.
  
- 1.2 Maintain and equip back up ambulances: Consistent with State and Federal

regulations provide two (2) back-up BLS/ALS ambulances that will be available to replace an ALS ambulance, listed in 1.1 above, that is taken out of service for mechanical/repair issues. EMS may staff and operate these back-up ambulances when EMS personnel are available and requests for ambulance service exceeds the capacity of the number of ambulances listed in 1.1 above.

1.3 Response to Needs. Respond to all requests made by persons in need of services within the geographical boundaries of the PARTICIPATING MUNICIPALITIES, including any Police and Fire Agencies of the PARTICIPATING MUNICIPALITIES, as fully and promptly as reasonably possible and without regard to ability to pay.

1.4 Operational Report. By February of each year (or such later time as a majority of the PARTICIPATING MUNICIPALITIES request) present an operational report at an annual meeting with the PARTICIPATING MUNICIPALITIES.

1.5 Mutual Aid Agreements. Establish and maintain mutual aid agreement(s) with ambulance agencies operating in areas bordering EMS's response area, to facilitate emergency medical response support at such times when EMS has received more requests for ambulance service than it can timely fulfill.

1.6 Dispatch. Arrange with Eaton County Central Dispatch for the receipt and dispatch of ambulance calls in an effective and efficient manner. The closest available EAEMS ambulance will be dispatched to emergency/911 calls. Vehicles will be moved to central locations in order to provide prompt response time coverage to the greatest number of residents within the service area.

1.7 EMS Payment from Users. Except for payments made under this Agreement and any separate payment a PARTICIPATING MUNICIPALITY may choose to make on behalf of its residents, EMS shall look solely to charges from ambulance users and their insurers to cover the expenses of the operation of EMS' ambulance service. MUNICIPALITIES are not obligated to reimburse EMS for any losses from the operation of the ambulance service other than payments made under this Agreement.

1.8 Use of Payments. Use payments received by EMS from the PARTICIPATING MUNICIPALITIES only for the operations of, improvement and maintenance of equipment/software used exclusively by EMS to provide ambulance service within the boundaries of the PARTICIPATING MUNICIPALITIES or for authorized mutual aid.

1.9 Statistical Reports. When requested provide PARTICIPATING MUNICIPALITIES quarterly statistical reports, available from Eaton County Central Dispatch (ECCD), related to: total number of runs, number of runs within each municipality, enroute and response time, number of mutual aid responses into EAEMS service area, and other

reports which become available from ECCD or EAEMS that provide information related to the efficiency of ambulance coverage plans.

1.10 Informational meetings. When requested provide quarterly informational meetings for PARTICIPATING MUNICIPALITIES. These meetings are intended to provide a venue for PARTICIPATING MUNICIPALITIES to receive information related to the operation of EAEMS, inquire into current operational practices and to provide a forum for questions and feedback to EAEMS.

**II. PARTICIPATING MUNICIPALITIES DUTIES.**

For in consideration of the duties to be performed by EMS the PARTICIPATING MUNICIPALITIES shall jointly and individually do the following:

2.1 Designation of EMS. Designate in writing to Eaton County Central Dispatch that EMS is the designated EMS provider of the PARTICIPATING MUNICIPALITY for all emergency medical service requests received from their jurisdictions.

2.2 Annual Payment Obligation. Make individual annual payment to EMS as described herein to fund the operations and equipment purchases needed to effectively operate EMS. Invoices for each payment shall be issued by EMS as follows: for January 1 through June 30, 2024 (6-month amount) due the first week of January 2024; for July 1 through December 31, 2024 (6-month amount) due the first week of July 2024 and thereafter due annually the first week of January. The fee shall be the total of the applicable stand by fee based on population plus a prorated portion of a Two Hundred Thousand and 00/100 Dollars (\$200,000.00) fee paid based on the designated percentage of the overall EMS area population listed below.

<u></u>	<u>Tier</u>	<u>Population Percentage</u>
<u>Bellevue Township</u>	<u>Tier 4</u>	<u>4.5%</u>
<u>Brookfield Township</u>	<u>Tier 4</u>	<u>3.5%</u>
<u>Carmel Township</u>	<u>Tier 3</u>	<u>6.7%</u>
<u>Charlotte, City of</u>	<u>Tier 1</u>	<u>21.9%</u>
<u>Chester Township</u>	<u>Tier 4</u>	<u>4.2%</u>
<u>Eaton Rapids, City of</u>	<u>Tier 2</u>	<u>12.4%</u>
<u>Eaton Rapids Township</u>	<u>Tier 3</u>	<u>9.5%</u>
<u>Eaton Township</u>	<u>Tier 3</u>	<u>9.5%</u>
<u>Hamlin Township</u>	<u>Tier 3</u>	<u>7.7%</u>
<u>Kalamo Township</u>	<u>Tier 4</u>	<u>4.2%*</u>
<u>Olivet, City of</u>	<u>Tier 2</u>	<u>4.0%**</u>
<u>Sunfield Township</u>	<u>Tier 4</u>	<u>3.6%</u>
<u>Vermontville Township</u>	<u>Tier 4</u>	<u>2.9%</u>
<u>Walton Township</u>	<u>Tier 3</u>	<u>5.4%</u>

\*Olivet City Tier 2 due to college population

\*\*Kalamo Township stand by fee is 50% since also use Vermontville

Tiered Stand-by Fee based on population:

Tier 1 population over 7,501:	\$25,000
Tier 2 population between 5,001 and 7,500:	\$20,000
Tier 3 population between 2,001 and 5,000:	\$15,000
Tier 4 population under 2,000:	\$10,000

The annual payment amount described above (both the stand-by fee and the population-based fee) will increase each year of the Agreement in the amount of five percent (5%) over the prior year.

Payments shall be due within 60 days of invoice by EMS. Interest shall accrue and be paid to EMS at a rate of five percent (5%) simple interest on the amount of any payment that is delinquent from the time it was initially due until it is actually paid.

2.3 Selection of Representatives. Arrange for one or more representatives of the MUNICIPALITY to meet annually with representatives of EMS and the other MUNICIPALITIES to receive an EMS operational report.

2.4 Notification of Complaints. Promptly forward to the EMS, complaints received from the general public from the PARTICIPATING MUNICIPALITY regarding the EMS for investigation and reply.

2.5 Continued Participation. Remain a PARTICIPATING MUNICIPALITY which is a PARTY to this Agreement and not withdraw from this Agreement, except as provided by law, or at the end of the Agreement term or in the manner provided below.

**III. ADDITIONAL COMMUNITIES SEEKING TO BECOME A PARTICIPATING MUNICIPALITY UNDER THIS AGREEMENT.**

Other municipal corporations, not now PARTICIPATING MUNICIPALITIES, shall be entitled to arrange for ambulance service on behalf of their residents from EMS by signing this Agreement and taking on the responsibilities of a PARTICIPATING MUNICIPALITY under this Agreement, including making payment towards the equipment acquisition. The payment obligation of a new PARTICIPATING MUNICIPALITY shall be equal to the payment made by the current PARTICIPATING MUNICIPALITY with the closest population base served by EMS under this Agreement. If a new PARTICIPATING MUNICIPALITY requests that only a portion of their township is to be included in this Agreement that

Township's payment will be pro-rated based on the number of sections included in this Agreement.

**IV. PROCEDURES IN THE EVENT OF APPARENT BREACH.**

4.1 Breach by a PARTICIPATING MUNICIPALITY. In the event that EMS reasonably believes that one or more PARTICIPATING MUNICIPALITIES are in breach of this Agreement, EMS shall notify each such PARTICIPATING MUNICIPALITY in writing, describing the apparent breach and if correctable how it can be corrected or if it is not correctable what alternative remedy would be acceptable to EMS. The affected PARTICIPATING MUNICIPALITIES shall have thirty (30) days in which to correct such apparent breach or to offer an alternative remedy. Should EMS determine that said breach is not adequately resolved by PARTICIPATING MUNICIPALITY'S corrective action or remedy, EMS will request a review panel be established by the PARTIES to this Agreement, to render a binding judgment regarding compliance with the terms and intent of this Agreement.

4.2 Breach by EMS. In the event that one or more PARTICIPATING MUNICIPALITIES reasonably believes that EMS is in breach of this Agreement, the affected PARTICIPATING MUNICIPALITIES shall notify each EMS in writing, describing the apparent breach and, if correctable, how it can be corrected or, if it is not correctable, what alternative remedy would be acceptable to PARTICIPATING MUNICIPALITIES. EMS shall have thirty (30) days in which to correct such breach or offer an alternative remedy. Should such PARTICIPATING MUNICIPALITIES determine that the apparent breach is not adequately resolved by EMS' corrective action or remedy, such PARTICIPATING MUNICIPALITIES shall request a review panel be established by the PARTIES to this Agreement, to render a binding judgment regarding compliance with the terms and intent of this Agreement. Notwithstanding the foregoing, a PARTICIPATING MUNICIPALITY which has not paid its allocation of equipment expenses shall have no right to invoke the foregoing procedures or terminate its obligations under this Agreement pursuant to any other provision.

4.3 Review Panel Procedures. For purposes of Sections 4.1 and 4.2 above, the review panel will consist of: two (2) individuals who serve on Sparrow Eaton Hospital's Board of Directors and, if possible, have not previously been involved in the dispute, selected by EMS; two (2) individuals who are representatives of PARTICIPATING MUNICIPALITIES selected by the affected PARTICIPATING MUNICIPALITIES from other PARTICIPATING MUNICIPALITIES not involved in the dispute; and one (1) person mutually agreed to by the other members of the review panel to facilitate the review process and vote in the event of deadlock of the other members. All Parties expressly covenant and agree to be bound by the decision of a majority of this review panel, and accept any decision as a final determination, except a decision based on provable fraud or a decision requiring a Party to pay or expend more money than it would be obliged to

pay under the terms of this Agreement. Any disagreement of the review panel on the selection of the fifth member may be resolved, and any binding decision of the review panel may be enforced, by the Eaton County Circuit Court to which all Parties acknowledge jurisdiction for such purpose.

**V. LEGAL RELATIONSHIP, INSURANCE, AND INDEMNITY.**

5.1 Legal Relationship of the Parties. The legal relationship of the Parties to each other shall be that of independent contractor. The employees of any Party shall not be considered an agent or employee of the other Party for any purpose.

5.2 Liability Insurance of EMS. EMS shall acquire and maintain during the term, and thereafter, extending through the term of this Agreement, liability insurance covering services provided by EMS of the following types and limits:

5.2-1 No fault and automobile liability insurance having a combined single limit of \$1,000,000 per person and accident;

5.2-2 Professional liability insurance having limits of at least \$1,000,000 per occurrence, claim or incident and \$3,000,000 annual aggregate;

5.2-3 General liability insurance having limits of at least \$1,000,000 per occurrence, claim or incident and \$3,000,000 annual aggregate.

5.2-4 Worker's Compensation Insurance as required by State statute.

5.3 Limited Indemnity Obligation of PARTICIPATING MUNICIPALITIES. Each PARTICIPATING MUNICIPALITY shall indemnify and hold harmless EMS and all other PARTICIPATING MUNICIPALITIES for any cost or expense any of them may incur as result of the PARTICIPATING MUNICIPALITY failing to comply with its obligations under this Agreement, including legal and other costs associated with collection of allocated amounts of equipment costs not timely paid by the PARTICIPATING MUNICIPALITY.

5.4 EMS Indemnity Obligation. EMS agrees to indemnify and hold harmless any PARTICIPATING MUNICIPALITY which is in full compliance with this Agreement against claims or damages arising directly out of an error or omission by EMS in the performance of its duties and obligations under this Agreement. In this respect, the following procedures shall apply:

5.4-1 The PARTICIPATING MUNICIPALITY seeking indemnity (the "Indemnitee") shall promptly, and in writing, notify EMS of any claim made against it by any third party as to which it intends to seek indemnification under this Agreement, and shall take action as may be necessary to avoid default or other adverse consequences until such time as EMS has provided written notice that it will assume the defense of the claim, which shall be provided not more than thirty (30) days following receipt of written notice of the claim.

5.4-2 In any claim wherein EMS shall have an obligation to defend under this Agreement, EMS shall have the right to select counsel and to control such defense, provided, however, that the Indemnitee shall be entitled to participate in the defense of such claim and to employ counsel at its own expense to oversee, and if deemed necessary by the Indemnitee assist in, the handling of such claim. The Indemnitee shall provide cooperation and participation of its personnel as required for such defense at the cost and expense of EMS.

**VI. TERM AND TERMINATION OF THIS AGREEMENT.**

6.1 Term. This Agreement shall be deemed to have commenced on January 1, 2024, and shall continue until December 31, 2028, unless earlier terminated as provided below:

6.1-1 By mutual agreement of all the PARTIES;

6.1-2 By EMS or all the PARTICIPATING MUNICIPALITIES without assignment of cause or reason upon ninety (90) days prior written notice by all the PARTICIPATING MUNICIPALITIES to EMS or by EMS to all the PARTICIPATING MUNICIPALITIES.

6.1-3 By a PARTICIPATING MUNICIPALITY without assignment of cause or reason upon ninety (90) days prior written notice to the other PARTICIPATING MUNICIPALITIES and EMS.

6.2 Termination of a PARTY for Cause. In addition, any PARTY may be terminated at the request of any other PARTY for cause. For this purpose, "cause" is defined as the PARTY to be terminated being unable or unwilling to submit to a review panel hearing as required or to comply with the recommendations of a review panel, constituted in accordance with Section 4 and one or more other parties other PARTY. Unless the underlying reason is non-payment of an equipment payment, in which event EMS may terminate a PARTICIPATING MUNICIPALITY unilaterally after the processes of Article IV have been exhausted, the termination shall not be effective until a majority of the PARTIES, excluding the PARTY(IES) affected, agree or acquiesce to the termination.

6.3 Obligations after Termination. Notwithstanding the termination of this Agreement or a PARTY, the PARTIES shall be required to carry out any provisions hereof which contemplate performance by them subsequent to such termination; and such termination shall not affect any liability or any other obligation which may have accrued prior to such termination.

**VII. NOTICES.**

Any notice, offer, demand, or communication required or permitted to be given under any provision of this Agreement shall be deemed to have been sufficiently given or served for all purposes if delivered personally to the PARTY to whom the same is directed or if sent, by registered or certified mail, postage and charges prepaid, addressed to the address of the PARTY set forth below. Except as otherwise expressly provided in this Agreement, any such notice shall be deemed to be given on the date on which the same is deposited in a regularly maintained receptacle for the deposit of United States mail, addressed as provided in the immediately preceding sentence. Any PARTY may change its address for the purposes of this Agreement by giving the other notice thereof in the manner herein before provided for the giving of notice.

Unless otherwise required by the Agreement, notices under this Agreement shall be directed to the following:

Supervisor	Supervisor	Supervisor
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Walton Township 6933 S. Stine Rd Olivet, MI 49076	Bellevue Township 115 N. Main Street Bellevue, MI 49021	Brookfield Township 808 E. Five Point Hwy. Charlotte, MI 48813
Supervisor Carmel Township 661 Beech Hwy. Charlotte, MI 48813	Supervisor Chester Township 3425 W. Gresham Hwy. Charlotte, MI 48813	Manager City of Charlotte 111 East Lawrence Charlotte, MI 48813
Manager City of Eaton Rapids 200 S. Main Street Eaton Rapids, MI 48827	Mayor City of Olivet PO Box 367 Olivet, MI 49076	Supervisor Sunfield Township PO Box 68 Sunfield, MI 48890
Supervisor Eaton Rapids Township 2512 S. Canal Rd. Eaton Rapids, MI 48827	Supervisor Eaton Township 3981 E. Clinton Trail Charlotte, MI 48813	Supervisor Hamlin Township 6463 S. Clinton Trail Eaton Rapids, MI 48827
President Sparrow Eaton Hospital 321 East Harris Street Charlotte, MI 48813	Supervisor Kalamo Township 8940 Spore Hwy. Vermontville, MI 49096	Supervisor Vermontville Township P.O. Box 215 Vermontville, MI 49096

**VIII. INTERPRETATION, SEVERABILITY AND COMPLIANCE.**

8.1 Interpretation and Severability. This Agreement shall be construed and applied in such manner as to minimize unenforceability of any provision. In the event that any provision of this Agreement, in whole or in part (or the application of any provision to a specific situation), is held to be invalid or unenforceable, if possible, such provision shall be deemed rewritten and revised in a manner which eliminates the offending language but maintains the overall intent, in context, of this Agreement. However, if that is not possible, the offending language shall be deemed removed, with this Agreement otherwise remaining in full force and effect, so long as doing so would not result in substantial unfairness or injustice to any of the Parties.

8.2 Compliance With Other Contracts and Laws. It is believed and intended by the PARTIES, and their advisors that all transactions contemplated herein are fully legal and proper based on their current understanding of the law and contracts with third party payors. However, when it may be necessary so as to comply with applicable law and requirements of third parties or any other entity governing or regulating health facilities, third-party payment programs and alternative delivery systems in which EMS participates or applicable to the provision of ambulance services, the PARTIES shall enter into further agreements which may modify the terms of this Agreement. The PARTIES shall negotiate in good faith such further agreements as may be necessary or desirable to modify the terms of this Agreement. In addition, no PARTIES shall use the provisions of this section to its unfair advantage in relation to the other.



**IX. GOVERNING LAW.**

9.1 This Agreement shall be construed and enforced in accordance with, and governed by, the law and decisions of the State of Michigan.

**X. ENTIRE AGREEMENT.**

10.1 This Agreement constitutes the entire agreement of the PARTIES. All prior agreements between the PARTIES, whether written or oral, are merged herein and shall be of no force or effect. This Agreement cannot be changed, modified, or discharged orally, but only by an agreement in writing, signed by the PARTIES or PARTY against whom enforcement of the charge, modification or discharge is sought. The selection headings used herein are for convenience only and shall not be used in the construction or interpretation of this Agreement.

**XI. ASSIGNMENTS AND BENEFICIARY.**

11.1 No Assignments. PARTICIPATING MUNICIPALITIES and EMS shall not assign any of their rights, powers, duties and obligations under this Agreement without the receipt of prior written consent of all PARTIES. This Agreement shall be binding upon and shall ensure to the benefit of successors and assigns of EMS and PARTICIPATING MUNICIPALITIES, including any merged or consolidated entity of which any may become a part.

11.2 No Third Party Beneficiaries. No person or entity, apart from PARTICIPATING MUNICIPALITIES and EMS as public or corporate entities, is intended to be nor is, in fact, a beneficiary entitled to enforce, use or rely upon this Agreement for any reason or any legal proceeding.

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IN WITNESS WHEREOF, the parties have executed this Agreement.

**EMS**

**SPARROW EATON HOSPITAL**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

**BELLEVUE TOWNSHIP**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

**BROOKFIELD TOWNSHIP**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

**CARMEL TOWNSHIP**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

**CHESTER TOWNSHIP**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF CHARLOTTE**

**CITY OF EATON RAPIDS**

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF OLIVET**

**WALTON TOWNSHIP**

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**RAPIDS TOWNSHIP**

**EATON TOWNSHIP**

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**HAMLIN TOWNSHIP**

**KALAMO TOWNSHIP**

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**SUNFIELD TOWNSHIP**

**VERMONTVILLE TOWNSHIP**

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_